IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE, TENNESSEE

WORD MUSIC, LLC., et al.,	)	
	)	
Plaintiffs,	)	
	)	**Case No. 3:07-cv – 0502**
vs.	)	
	)	**Judge Haynes**
	)	
PRIDDIS MUSIC, INC., et al.	)	**JURY DEMAND**
Defendants.	)	
		DECLARATION OF KELLY L. ISENBERG

I, Kelly L. Isenberg, declare under penalty of perjury under the laws of the United States of America, pursuant to 38 U.S.C.§ 1746, that the following is true and correct:

1. I am over the age of 21 and am competent to testify to the matters set forth below.

2. I am the Director of Legal and Business Affairs at Warner/Chappell Music, Inc., which is an affiliate of the Plaintiffs in the above-captioned matter, all of which entities are under subsidiaries/affiliates of the Warner Music Group Corp., a publicly traded company. I have personal knowledge of the matters set forth herein.

3. The Plaintiffs are the owners and administrators of the music copyrights ("Subject Works"), in the percentages indicated for each of the copyrights, which are identified on Exhibit "A" to the **COMPLAINT FOR INJUNCTION AND DAMAGES** ("Complaint").

4. Attached hereto are true and correct copies of the copyright registrations for almost all of the Subject Works. To the extent that an actual copy of the copyright registration for a particular Subject Work is not included in the Group Exhibit "A," I have attached as Exhibit "B" the song split sheets for such songs. The song split sheets are printouts from the

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computerized business records, maintained in the usual and customary course of business, which detail the specific percentages of ownership/administration rights for each entity having an interest in the referenced music copyright.

5. The type of license issued by the Plaintiffs for "karaoke" recordings of the type manufactured, distributed, advertised and sold by Defendants is referred to as a "synchronization license" or "synch license". The Plaintiffs have not issued any synchronization licenses to any of the Defendants with respect to any of the Subject Works relative to the manufacture, distribution, advertising, sale, "sampling" or internet file sharing within the United States. Though some licenses were issued to the PROSOUND KARAOKE LTD. ("PROSOUND") Defendant by an agent of the Plaintiffs' United Kingdom affiliate, under the "MCPS" licensing scheme in the United Kingdom, the Plaintiffs' claims for copyright infringement against PROSOUND and the related PRIDDIS Defendants articulated in the Complaint are for actions and conduct which *exceed the scope* of any licenses issued by MCPS.

6. No claims are made by the Plaintiffs against any of the Defendants, including PROSOND, for exploitation of any of the Subject Works which is *within* the scope of any "MCPS" licenses issued to PROSOUND, if any such legitimate exploitation exists at all.

7. The Schedule of Subject Works identified on Exhibit "A" to the Complaint was assembled through a tedious cross-referencing of songs identified on the Defendant MEDIOSTREAM's "KSUPERSTAR" interactive internet web site (featuring PRIDDIS karaoke recordings), as well as the PRIDDIS MUSIC, INC., PROSOUND and "PROSING" interactive internet web sites, spanning a time period extending from approximately November 28, 2006 until mid- to late-January 2007.

I declare under penalties of perjury that the foregoing is true and correct.

Executed this 2nd day of July, 2007.

Kelly L. Isenberg